

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Dennis Andresky, Parks & Recreation Director, 797-1150

PREPARED BY: Dennis Andresky, Parks & Recreation Director, 797-1150

SUBJECT: Resolution

AFFECTED DISTRICT: Two

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A TENANT LEASE AGREEMENT WITH EDWARD SUAREZ FOR THE CONTINUATION OF THE RESIDENTIAL SECURITY PROGRAM AT WOLF LAKE PARK.

REPORT IN BRIEF: In 1995, the Town established a Residential Security Program at Wolf Lake Park to help deter vandalism, criminal mischief and unlawful acts at the site. Since the inception of the program, two police officers have lived at the site and the program has proven to be a successful site security management practice. The program provides a rent free mobile home site to the officer/tenant. The Town pays for water and sewer service costs and the officer/tenant pays for electric, cable television and phone services. The officer/tenant is responsible to maintain the area within the designated fenced mobile home site. The mobile home site at the park is currently vacant and Davie Police Officer Edward Suarez requests to participate in the program. The initial term of the agreement is for a two (2) year period with agreement extensions allowed for by mutual agreement of the parties and approval by the Town Council. Either party can terminate the agreement with ninety (90) days written notice.

PREVIOUS ACTIONS: R-95-226 established Residential Security Program; R-96-296 Tenant Lease Agreement for Residential Security Program at Wolf Lake Park; R-2002-174 Tenant Lease Agreement for Residential Security Program at Wolf Lake Park.

CONCURRENCES: Contract has been reviewed and approved by the Town Attorney

FISCAL IMPACT:

Has request been budgeted? Yes

If yes, expected cost: \$900.00

availability

Account Name: Utilities and Internal Charges

Account Number: 001-0803-572-0450

Additional Comments:

RECOMMENDATION(S): Motion to approve the resolution.

Attachment(s): Resolution and Lease Agreement

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A TENANT LEASE AGREEMENT WITH EDWARD SUAREZ FOR CONTINUATION OF THE RESIDENTIAL SECURITY PROGRAM AT WOLF LAKE PARK.

WHEREAS, The Town of Davie has determined that the Residential Security Program has successfully deterred vandalism, criminal mischief and unlawful acts at the Wolf Lake site; and

WHEREAS, the Town’s previous on site tenant has terminated his lease agreement with the Town; and

WHEREAS, Davie Police Officer Edward Suarez desires to participate in the Residential Security Program at said park; and

WHEREAS, it is in the best interest of the Town to approve a Tenant Lease Agreement with Officer Edward Suarez for the purpose of having him perform under the specific terms and conditions of this agreement, attached hereto and identified as Exhibit “A”; and

WHEREAS, after review, the Town Council authorizes the Mayor to execute a Tenant Lease Agreement with Officer Edward Suarez.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor to approve the Resident Security Program and Tenant Lease Agreement between Officer Edward Suarez and the Town of Davie, attached hereto as Exhibit “A”.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2006.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2006.

Exhibit "A"

WOLF LAKE OPEN SPACE LEASE

THIS LEASE, signed this 20th day of December 2006 in consideration of the following covenants, agreements, limitations and conditions entered into by the parties hereto for themselves, their heirs, successors, legal representatives and assigns.

1. THE TOWN OF DAVIE, FLORIDA hereinafter called LANDLORD, leases to

Edward Suarez

hereinafter jointly, severally and collectively called the TENANT(S) the parcel of property as a mobile home site on the grounds and property of Wolf Lake Town owned and operated by LANDLORD.

2. The LANDLORD shall provide water and sewer service to the mobile home site at no cost to the TENANT. The TENANT shall pay for electric, cable television and phone service deposits and monthly service/use costs.

3. The mobile home is to be occupied only by the TENANT(S) and his immediate family unless written consent of the LANDLORD is first obtained.

4. The term of this lease commences on the 1st day of January, 2007 and ends on the 1st day of January, 2009 or until either party gives ninety (90) days notice in writing. Extensions of this Lease Agreement are subject to mutual agreement of the parties and approval by the Town of Davie Town Council.

5. Providing always that "the TENANT(S) hereby covenant(s) as follows at his sole costs and expense and TENANTS(S) furthermore agrees to hold the LANDLORD harmless therefrom":

a. To assist the Town of Davie in protecting the Wolf Lake Open Space site and contents as described in the attached Addendum "A" by immediately notifying the appropriate law enforcement agency and the Town of Davie of any unlawful acts, or attempts, and furnish necessary information to them for evidence and possible prosecution of any unlawful acts, or attempts.

b. Agree to indemnify and hold harmless the Landlord, its officers, agents and employees from any and all liability, including defense costs, attorneys' fees, and all other fees incidental to the defense,

loss or damage the Town may suffer as a result of any and all suits, claims, demands, costs, or judgments against the Town arising from actions brought by or on behalf of the Tenant, Tenants Spouse, Children and/or Tenants Guests and/or third-party(s) as a result of t

c. The TENANT(S) will obtain all necessary construction permits for any improvements made on the property.

d. Provide for the moving of the TENANT(S) mobile home to or from the designated space to and from the designated site.

e. Maintain the mobile home and designated space together with any improvements thereon, in a clean, orderly and sanitary condition at all times.

f. Obtain permission from the Town of Davie for any construction on site or addition to the mobile home. No construction at the direction of the TENANT(S) shall create any lien upon the property or shall necessitate the posting of a bond pursuant to Florida Statute 255.05.

g. TENANT(S) is responsible for the tying down of the mobile home within 30 days of the placement of mobile home on the Town of Davie property. Tie-downs must be in full compliance with the requirements of Town of Davie Building Department and the South Florida Building Code.

h. TENANT(S) shall be responsible for the sewer tie-in connection, inspection of the electrical connection, electric meter installation and all other fees necessary for the placement of the mobile home on the property.

i. Abide by and keep current all State of Florida requirements regarding mobile home taxes and/or licensing and the proper display of same, while residing on Town property.

j. Keep in full force and effect homeowner's liability insurance naming the Town of Davie as an additional insured in an amount not less than \$300,000.00 each occurrence and the owner shall indemnify and hold the Town of Davie, Florida, harmless from any liability for bodily injury or property damage to family members, guests or other invitees while in the TENANT(S) mobile home or anyone on the Wolf Lake Park Town property.

k. Arrange to have installed and maintained in TENANT(S) mobile home a telephone in TENANT(S) name and to furnish the Town's designee with the number of said telephone.

l. Maintain the mobile home as the TENANT(S) residence. The TENANT(S) shall inform the Town's designee of any absence of 24 or more consecutive hours in advance. In the event that the

TENANT(S) fails to give such advance notice of absence, it shall constitute a breach of the Lease Agreement and shall, therefore, constitute cause for termination of the lease.

6. Following procedures established by the Town for notification of the Town's designee and local police by any responsible member of the family in case of suspected trespass.

a. The Town of Davie, Florida, will not incur costs beyond those stated herein nor does the Town of Davie assume any responsibility or liability for personal property including the mobile home or actions taken by the TENANT(S).

b. This Lease is cancelable by either party without cause upon giving written notice to the other party of their intent to terminate. The notice shall be sent no later than ninety (90) days from the date the cancellation and termination is to be effective.

This Lease is cancelable at any time for cause which will require no advance notice. Written notice given pursuant to this Lease shall be served by certified mail, return receipt requested, as follows:

As to Davie: GARY SHIMUN
 TOWN ADMINISTRATOR
 TOWN OF DAVIE
 6591 Orange Drive
 DAVIE, FL 33314

As to Tenant: Mr. Edward Suarez
 5400 SW 76 Avenue
 Davie, FL 33314

c. The TENANT(S) understands and agrees that there shall be no unlawful display or unlawful use of firearms while on Town property.

d. The TENANT(S) will provide his own life and hospitalization coverage needed during the period of this Lease.

e. The vacation/eviction of the property shall be in accordance with the ninety (90) day cancellation notice by either party to this Lease as hereinafter provided.

f. The TENANT(S) will report to the Parks and Recreation Department representative of the Town for instructions as to the standard for which the property is to be secured.

g. It is understood by the parties hereto, that this Lease shall not create an employer/employee relationship between the parties, but that the TENANT(S) is working as an independent contractor and shall not be deemed an employee of the Town of Davie by this Lease.

h. In the event of a default in any of the terms of this Lease, the prevailing party shall be entitled to their costs, expenses and reasonable attorney's fees in connection with the enforcement of its rights hereunder, including but not limited to any costs, expenses and/or appeal.

i. It is further understood and agreed that all covenants and agreements to this Lease shall be binding upon and apply to the heirs, executors, legal representatives, and is not assignable.

j. The TENANT(S) acquires no rights to the property other than the specific rights of occupancy as set forth herein.

k. The agreement is for the benefit of the parties hereto and shall not create rights to third parties not signatories hereto.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

TOWN OF DAVIE, FLORIDA

By: _____
Mayor

Attest: _____
Town Clerk

Witness

Tenant

ADDENDUM "A" TO WOLF LAKE CONTRACT

Wolf Lake is a fifty acre open space parcel located at 5400 SW 76 Avenue in Davie. The property includes a lake, picnic shelter, picnic tables, parking and a recreational trail.

The park is open daily from 9:00 am to dusk. Non motorized boats are allowed in the lake, however, the Town enforces a "no swimming" rule at the site. Fishing is allowed and patrons are responsible for their license. Equestrians and pedestrians have access around the entire perimeter of the lake. General Public/Unauthorized vehicles are limited to a portion of the property in the area of the paved parking lot and the picnic shelter .

The picnic shelter was donated to the Town with the condition that the youth Scout groups would have priority usage. The general public may permit the shelter when it is not being used by the Scout groups. To obtain a permit, please contact the Davie Parks and Recreation Department at 797-1145.

Everyone is encouraged to have a happy, safe time in our facilities. The Town of Davie reserves the right to dismiss or expel any person(s) from our facilities or programs for behavior that is detrimental to the facility or program. This includes, but is not limited to conduct that constitutes safety hazards, physical abuse, mental abuse and failure to comply with the Town's rules and regulations.

WOLF LAKE PARK RULES

1. NO ALCOHOLIC BEVERAGES/NARCOTICS ALLOWED ON WOLF LAKE PARK PREMISES.
2. NO SWIMMING OR DIVING IN THE LAKE.
3. NO MOTORIZED BOATS IN THE LAKE.
4. NO UNAUTHORIZED VEHICLES ON THE RECREATIONAL TRAIL.
5. NO CAMPFIRES ALLOWED EXCEPT BY SPECIAL PERMISSION FROM THE TOWN OF DAVIE PARKS & RECREATION DEPARTMENT AND TOWN OF DAVIE FIRE DEPARTMENT.
6. NO TRESPASSING AFTER CLOSING HOURS OR WHEN PARK GATES ARE CLOSED AND LOCKED
7. NO DESTRUCTION/VANDALISM OF TOWN PROPERTY.
8. NO LITTERING.

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